

### **REMARKS/ARGUMENTS**

This paper is responsive to the Office Action mailed October 20, 2009. Claims 2-6, 8-12, 15-22, 24-28, and 31-39 were pending before submission of this paper. Claims 2-6, 8-12, 15-22, 24-28, and 31-39 stand rejected. Specifically, claims 2-6, 8-12, 15-22, 24-28, and 31-39 stand rejected under 35 U.S.C. § 102(b) as allegedly being anticipated by Surbey et al. (WO 0225470 A1). Applicant respectfully disagrees. Claims 2, 18, and 34 have been amended. Support for all amended claims can be found in the specification, and no new matter has been added by these amendments. Reconsideration of the claims in view of the amendments and the following remarks is respectfully requested.

#### **I. Claims 2-6, 8-12, 15-17, 34-39 Comply With 35 U.S.C. § 112, First Paragraph**

According to the Office Action at pages 3 and 4, Claims 2 and 34 allegedly recite limitations that are new matter and claims 3-6, 8-12, 15-17, 35-39 incorporate the features of independent claims 2 and 34 through dependency and are rejected. Specifically, the Office Action alleges that there is no support for the terms “two participants” and “another of said tools and a second set of said data” and “a second set of said data.” Applicant respectfully disagrees.

“The subject matter of the claim need not be described literally (i.e., using the same terms or *in haec verba*) in order for the disclosure to satisfy the description requirement.” M.P.E.P. § 2163.02; see also M.P.E.P. § 2163. Applicant respectfully submits that the terms at issue are indeed supported in the specification.

With respect to “two participants,” this term appears in the phrase “enabling...collaboration among at least two participants” recited in claim 2, among other places. Applicant respectfully points out that paragraph 25 of Applicant’s specification recites “a framework for allowing web-centric collaboration among agents, agencies, carriers, and service providers.” Paragraph 71 recites “A QuickCase™ module [that] allows collaboration among agent/agency/service provider/carrier during the underwriting process, up to the time the case is accepted by the carrier and becomes an enforceable policy.” Other places in Applicant’s specification also discuss various collaborative actions among various participants in insurance underwriting processes. Thus, Applicant’s specification discusses collaboration among a

plurality of participants, such as agents, agencies, service providers, carriers, and the like. Because Applicant's specification discusses collaboration between a plurality of participants, the specification supports "two participants" or more, even if the specification does not use the exact terminology. Applicant respectfully submits that "two participants" as recited in claims 34 is supported by Applicant's specification at least for similar reasons.

With respect to the phrase "another of said tools and a second set of data," this appears in claim 2 in the element of "restricting, by the web-based computer system, based on said determination, at least another of said tools and a second set of said data to said at least one of said at least two participants" (where "at least" as been added to precede "two" by the current amendment). Applicant respectfully submits that this is supported by the specification at least by paragraphs 51 and 52 which recite that "the IBOS is also user-specific in that the identity of the user may also be employed to determine the set of applications/modules/tools (collectively "mechanisms") and the data that he has access to" and that "Being also user-specific, the identity of that agent will be employed to ensure that that agent can view/manipulate data associated only with his clients and/or cases/policies but not to view/manipulate data associated with other agents' clients and/or other agents' cases/policies" (emphasis added). Thus, at least these paragraphs describe at least restricting tools from a set of tools and data from a set of data to one or more participants and, therefore, such subject matter is supported by Applicant's specification regardless of whether the exact terminology in the specification is used in the claims.

With respect to "a second set of said data," this phrase occurs in Applicant's claim 34 in the element "instructions for restricting based on said determination, at least one of said tools and a second set of said data accessible to said at least one of said two participants." Applicant respectfully submits that this element is supported by Applicant's specification by at least paragraphs 51-52 at least for reasons discussed above.

Thus, for at least the foregoing reasons, Applicant respectfully submits that all subject matter recited in the pending claims are supported by Applicant's specification and, therefore, Applicant respectfully requests that the rejection under 35 U.S.C. § 112 be withdrawn.

**II. Claims 2-6, 8-12, 15-22, 24-28, 31-39 Are Allowable Under 35 U.S.C. § 102 Over Surbey et al. (WO 0225470 A1)**

Claims 2-6, 8-12, 15-22, 24-28, 31-39 stand rejected under 35 U.S.C. § 102(b) as being anticipated by Surbey et al. (WO 0225470 A1). Applicant respectfully disagrees.

“A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.” *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). Applicant respectfully submits that Surbey et al. does not disclose all elements of the pending claims.

**A. Independent Claim 2**

Applicant’s amended claim 2 recites:

2. A method for facilitating communication in an insurance-underwriting process, the method comprising:  
providing a plurality of participants access to a web-based computer system for storing and organizing data related to the insurance-underwriting process;  
storing and organizing data related to the insurance-underwriting process at the web-based system;  
enabling, by the web-based computer system, collaboration among at least two participants of said participants from the plurality of participants via the Internet using the web-based system, the web-based system comprising a multi-level modular architecture, the multi-level modular architecture comprising a plurality of applications, each application of the plurality of applications comprising a plurality of modules, each module of the plurality of modules comprising a plurality of tools, each tool of the plurality of tools comprising a plurality of views and comprising logic for performing at least one corresponding insurance underwriting function;  
sharing, by the web-based computer system, the at least a portion of said data among the plurality of participants,  
making a determination of, by the web-based computer system, based on a role associated with at least one said at least two participants, at least one of said tools available to said at least one of said at least two participants and a first set of said data available to said at least one of said at least two participants; and  
restricting, by the web-based computer system, based on said determination, at least another of said tools and a second set of said data to said at least one of said at least two participants.

Applicant respectfully submits that such subject matter as recited by claim 2 is not disclosed, taught, or even suggested by Sureby.

For example, claim 2 recites “enabling...collaboration among at least two participants...via the Internet using the web-based system” which comprises “a multi-level modular architecture.” Claim 2 recites that “the multi-level modular architecture compris[es]... a plurality of tools, each tool of the plurality of tools comprising a plurality of views and comprising logic for performing a at least one corresponding insurance underwriting function.” At least this element is not disclosed, taught, or even suggested by Sureby.

The Office Action, for example, at page 6 notes that the term “tools” is being interpreted by the Examiner as “folders,” as disclosed in the Sureby reference. Applicant has amended claim 2 to clarify that “each tool...compris[es] logic for performing a at least one corresponding insurance underwriting function.” Support for this amendment can be found at least in paragraphs 66 and 100 of Applicant’s specification. Applicant respectfully submits that “folders,” as disclosed in Sureby do not include logic for performing at least one corresponding insurance underwriting function. As best understood by Applicant, Sureby uses “folder” according to its ordinary meaning and, therefore, Sureby’s folders appear to be mere data containers. For instance, in the first full bullet point on page 8, Sureby describes a feature that “can place a set of standard sub-folders under each folder, and can work with other functionalities to ensure that documents and interactions used in certain parts of the process are systematically filed in the correct standard folder.” As a result, Applicant respectfully submits that Sureby’s folders do not comprise “logic for performing at least one corresponding insurance underwriting function.” Therefore, Applicant respectfully submits that claim 2 is allowable under 35 U.S.C. § 102 over Sureby at least because Sureby does not teach all elements of the claim.

Further, Applicant respectfully submits that Sureby does not disclose, teach, or even suggest other elements of the claim. For example, claim 2 also recites “making a determination of...at least one of said tools available to said at least one of said at least two participants.” The Office Action alleges that Sureby discloses this element because Sureby teaches “‘role based permissions component’ (Sureby; Figure 9, Item 9314, paragraph bridging

pages 21-22) together with “[t]he software can enable the user to set ‘access rights’ with respect to each collaborator.” The Office Action explains that “those access rights can identify, specify, and/or determine whether the collaborator can ‘read only’, ‘edit’, and/or ‘delete’ documents” (Sureby; page 8, paragraph 4)” and, therefore, “Sureby’s teachings of ‘the unique workspace that the software has rendered for each collaborator, the workspace containing only those folders to which that collaborator has been granted access’” allegedly teaches the claim element at issue.

As discussed above, a “tool,” as recited in claim 2 is different from a “folder” as used in Sureby. Therefore, even assuming *arguendo* that Sureby teaches that which is alleged in the Office Action, Sureby’s role-based permissions would be for files, not tools, as recited in claim 2. Therefore, for at least this additional reason, Sureby does not anticipate claim 2.

Similarly, claim 2 recites “restricting, by the web-based computer system, based on said determination, at least another of said tools and a second set of said data to said at least one of said at least two participants.” Again, because the “tools” recited in claim 2 are different from the “folders” disclosed in Sureby, Sureby does not anticipate the claim. This is true even assuming *arguendo* that Sureby teaches everything as alleged in the Office Action.

Thus, for at least the foregoing reasons, Applicant respectfully submits that Sureby does not disclose, teach, or suggest all elements of claim 2 and, therefore, claim 2 is allowable under 35 U.S.C. § the reference.

#### **B. Independent Claims 18 and 34**

Applicant respectfully submits that claims 18 and 34 are allowable at least for reasons including some of those discussed above in connection with claim 2. For example, claim 18 recites a web-based system including “a server...configured to: execute a web-based system comprising a multi-level modular architecture, the multi-level modular architecture comprising a plurality of applications, each application of the plurality of applications comprising a plurality of modules, each module of the plurality of modules comprising a plurality of tools, each tool of the plurality of tools comprising a plurality of views and comprising logic for performing at least one insurance underwriting function.” Claim 18 also recites that the server “operative to determine the plurality of modules available to the at least one user and the data available to the

at least one user” and that “the web-based system is adapted to restrict the modules and data accessible to the at least one user based on said role.”

As for claim 34, the claim recites a computer-readable storage medium that includes instructions for causing at least one processor to “enable[e] collaboration among two participants of said participants from the plurality of participants via the Internet using the web-based system, the web-based system comprising a multi-level modular architecture, the multi-level modular architecture comprising a plurality of applications, each application of the plurality of applications comprising a plurality of modules, each module of the plurality of modules comprising a plurality of tools, each tool of the plurality of tools comprising a plurality of views and logic for performing at least one insurance underwriting function.” The computer-readable storage medium recited in claim 34 also includes “instructions for making a determination based on a role associated with at least one said two participants, at least one of said tools available to said at least one of said two participants and a first set of said data available to said at least one of said two participants” and “instructions for restricting based on said determination, at least one of said tools and a second set of said data accessible to said at least one of said two participants.”

Applicant respectfully submits that at least such subject matter as recited in claims 18 and 34 is not disclosed, taught, or suggested by Sureby. Therefore, at least for reasons similar to those discussed above, Applicant respectfully submits that Sureby does not anticipate claims 18 and 34. Accordingly, Applicant respectfully submits that claims 18 and 34 are allowable under 35 U.S.C. § 102 over Sureby.

### **C. Dependent Claims**

Applicant respectfully submits that the dependant claims in this application are allowable under 35 U.S.C. § 102 at least because they depend on one of the allowable independent claims discussed above. Therefore, the rejections of the dependant claims are now moot. Nevertheless, Applicant additionally submits that at least some of the dependent claims independently recite patentable subject matter.

### **III. Amendment To The Claims**

Unless otherwise specified or addressed in the remarks section, amendments to the claims are made for purposes of clarity, and are not intended to alter the scope of the claims or limit any equivalents thereof. The amendments are supported by the specification and do not add new matter. In addition, by focusing on specific claims and claim elements in the discussion above, Applicant does not imply that other claim elements are disclosed or suggested by the references. In addition, any characterizations of claims and/or cited art are being made to facilitate expeditious prosecution of this application. Applicant reserves the right to pursue at a later date any other broader or narrower claims that capture any subject matter supported by the present disclosure, including subject matter found to be specifically disclaimed herein or by another prosecution. Accordingly, reviewers of this or any child or related prosecution history shall not reasonably infer that Applicant has made any disclaimers or disavowals of any subject matter supported by the present disclosure.

### **CONCLUSION**

In view of the foregoing, Applicant believes all claims now pending in this Application are in condition for allowance. The issuance of a formal Notice of Allowance at an early date is respectfully requested.

If the Examiner believes a telephone conference would expedite prosecution of this application, please telephone the undersigned at 206-467-9600.

Respectfully submitted,

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